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DATE FILED: 10/17/18

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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UNITEDHEALTHCARE INSURANCE  
COMPANY,

Civ Act No: 1:18-cv-05497-CM

STIPULATION AND ORDER

Plaintiff,

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-against-

NEW YORK CITY MARSHAL STEPHEN W.  
BIEGEL, CORRECTIONAL IMAGING  
SERVICES LLC d/b/a CORRECTIONAL  
MOBILE MEDICAL SERVICES, CORRIDOR  
MEDICAL SERVICES, INC a/k/a CORRIDOR  
MOBILE MEDICAL SERVICES, CMMS LAB  
LLC, STEPHEN R. NELSON and GTR SOURCE  
LLC,

Defendants.

X

WHEREAS, this interpleader action was commenced by Plaintiff UnitedHealthcare Insurance Company ("United" or "Plaintiff"), by and through its attorneys, Robinson & Cole LLP, seeking to have this Court determine to which Defendant or Defendants the funds at issue, currently in the amount of \$255,530.03 (Two Hundred Fifty-Five Thousand Five Hundred Thirty Dollars and Three Cents) (the "Funds"), should be paid, and

WHEREAS, Defendants New York City Marshal Stephen W. Biegel ("Marshal Biegel") and GTR Source LLC ("GTR"), through their attorneys, the Law Offices of Gabriel Mendelberg, P.C., were each served with the Summons and First Amended Interpleader Complaint on August 31, 2018, and Defendants Correctional Imaging Services LLC, doing business as Correctional Mobile Medical Services ("Correctional"), Corridor Medical Services, Inc., also known as Corridor Mobile Medical Services ("Corridor"), CMMS Lab LLC ("CMMS") and Stephen R. Nelson ("Nelson"), by and through their attorneys, The Lane Law Firm, executed their respective Waivers of the Service of Summons on August 30, 2018, and

WHEREAS, the parties now seek to resolve this dispute in accordance with the terms of this Stipulation and Order; it is hereby

STIPULATED and AGREED that judgment should be granted in favor of United and against Marshal Biegel, GTR, Correctional, Corridor, CMMS and Nelson (collectively, "Defendants"), permitting United to pay all funds in dispute to Defendants pursuant to a settlement agreement between Defendants in the amounts set forth below; and it is further

STIPULATED and AGREED that, upon its payment of all Funds to Defendants as set forth below, United shall be wholly and completely discharged and absolved from any further liability, of whatsoever nature, to the Defendants and any other claimant in connection with the Funds, which are payable under United's insureds' healthcare benefit plans for the medical services provided by Defendants Correctional, Corridor, CMMS and Nelson to those insureds; and it is further

STIPULATED and AGREED that, upon United's disbursement of the Funds in accordance with the terms hereof, United, its agents, fiduciaries, employees, representatives, predecessors, successors and assigns shall hereby be released and discharged from and against any and all liability, suits, debts, judgments, dues, sums and/or causes of action, whether at law or in equity, to any person, entity, claimant, plaintiff, defendant or otherwise with respect to the funds at issue, which are payable under United's insureds' healthcare benefit plans for the medical services provided by Defendants Correctional, Corridor, CMMS and Nelson to those insureds; and it is further

STIPULATED and AGREED that, upon United's disbursement of the Funds in accordance with the terms hereof, the Defendants shall be and hereby are permanently restrained and enjoined from instituting and/or prosecuting any other suit, cause of action or civil proceeding in any state, federal or other court of competent jurisdiction against United for recovery of the Funds, which are payable under United's insureds' healthcare benefit plans for the medical services provided by Defendants Correctional, Corridor, CMMS and Nelson to those insureds; and it is further

STIPULATED and AGREED that United shall be reimbursed for its attorneys' fees and costs related to bringing and maintaining this action, that such fees and costs total \$12,024.70, that such amount is fair and reasonable, and that such amount shall be retained by United out of the Funds in accordance with the terms hereof; and it is further

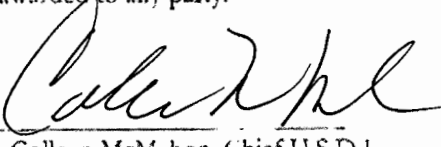
STIPULATED and AGREED that the Funds shall be paid by United within fifteen (15) business days of the So-Ordering of this Stipulation as follows

- (i) \$140,000.00 shall be paid to GTR by way of a check made payable to GTR Source, LLC and mailed to The Law Offices of Marcella Rabinovich, Esq., 111 John Street, Suite 1210, New York, NY 10038.
- (ii) \$115,530.03 and any further amounts, less United's attorneys' fees and costs in the amount of \$12,024.70, plus any interest payable, shall be paid to Defendants Correctional, Corridor, CMMS and Nelson by way of a check made payable to those Defendants and mailed to The Lane Law Firm, PLLC, 6200 Savoy Dr., Suite 1150, Houston, TX 77036; and it is further

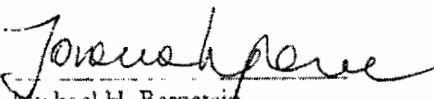
STIPULATED and AGREED that this action be and hereby is dismissed with prejudice and, except as provided above, without costs or attorneys' fees awarded to any party.

SO ORDERED

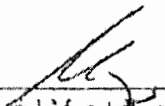
Dated: 16 Oct, 2018  
New York, New York

  
Hon. Colleen McMahon, Chief U.S.D.J.

THE PARTIES AGREE AND CONSENT TO THE FORM AND CONTENT OF THE ABOVE:

  
Michael H. Bernstein

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/s/ Robert C. Lane  
\_\_\_\_\_  
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*Attorneys for Defendants Correctional Imaging Services LLC, d/b/a Correctional Mobile Medical Services,  
Corridor Medical Services, Inc., a/k/a Corridor Mobile Medical Services,  
CMMS Lab LLC and Stephen R. Nelson*